

From: Joe Christopher
To: Sanders-Curry.Madison
Subject: RE: Comments on February 21, 2018 Submittal
Date: Wednesday, March 14, 2018 9:49:43 AM

Thanks. We will move forward and I will let you know when to expect the hard copy.

From: Sanders-Curry, Madison [<mailto:sanders-curry.madison@epa.gov>]
Sent: Wednesday, March 14, 2018 9:48 AM
To: Joe Christopher <jchristopher@emeraldtransformer.com>
Subject: RE: Comments on February 21, 2018 Submittal

Thanks for sending this Joe, the additional language on the top of the document is ok.

Madison Sanders-Curry

Physical Scientist
RCRA Permits Section
U.S. Environmental Protection Agency Region 9

75 Hawthorne St (LND-4-2)
San Francisco, CA 94105
Email: sanders-curry.madison@epa.gov
Phone: 415-972-3855

From: Joe Christopher [<mailto:jchristopher@emeraldtransformer.com>]
Sent: Wednesday, March 14, 2018 9:35 AM
To: Sanders-Curry, Madison <sanders-curry.madison@epa.gov>
Subject: FW: Comments on February 21, 2018 Submittal

Madison,

Here it is. Let me know if it is OK and we can move forward with having it issued.

Thanks,
Joe

THIS BOND REPLACES BOND #1143852

PERFORMANCE BOND

Date bond executed: March 13, 2018

Effective date: June 30, 2017

Principal: Emerald Transformer Western States LLC
630 Baldwin Avenue
DeFuniak Springs, FL 32435

Type of organization: a limited liability company

State of incorporation: Delaware

Surety(ies): Lexon Insurance Company
10002 Shelbyville Rd., Suite 100
Louisville, KY 40223

EPA Identification Number, name, address, and closure and/or post-closure amount(s) for each facility guaranteed by this bond indicate closure and post-closure amounts separately]:

Emerald Transformer Los Angeles LLC; 5756 Alba Street Los Angeles, CA 90058; EPA ID CAD 050 806 850

Total penal sum of bond: Ninety Two Thousand Seven Hundred Eighty Nine and No/100 Dollars
(\$92,789.00)

Surety's bond number: 1153705

Know All Persons By These presents, That we, the Principal and Surety(ies) hereto are firmly bound to the U.S. Environmental Protection Agency (hereinafter called EPA), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes such Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the Toxic Substances Control Act (TSCA) as amended, to have a permit or approval in order to own or operate each PCB commercial storage facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit or approval, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit or approval as such plan, permit, and/or approval may be amended, pursuant to all applicable laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit or approval, as such plan, permit, and/or approval may be amended, pursuant to all applicable laws, statutes rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance as specified in Subpart D of 40 CFR 761, and obtain the EPA Regional Administrator's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the EPA Regional Administrator(s) from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by an EPA Regional Administrator that the Principal has been found in violation of the closure requirements of 40 CFR 761, for a facility for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other permit or approval requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the EPA Regional Administrator.

Upon notification by an EPA Regional Administrator that the Principal has been found in violation of the post-closure requirements of 40 CFR 761 for a facility for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure care in accordance with the post-closure plan and other permit or approval requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the EPA Regional Administrator.

Upon notification by an EPA Regional Administrator that the Principal has failed to provide alternate financial assurance as specified in Subpart D of 40 CFR 761, and obtain written approval of such assurance from the EPA Regional Administrator(s) during the 90 days following receipt by both the Principal and the EPA Regional Administrator(s) of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the EPA Regional Administrator.

The surety(ies) hereby waive(s) notification of amendments to closure plans, permits, approvals, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by ending notice of cancellation by certified mail to the owner or operator and to the EPA Regional Administrator(s) for the Region(s) in which the facility(ies) is(are) located, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the EPA Regional Administrator(s), as evidenced by the return receipts.

The principal may terminate this bond by sending written notice to the Surety(ies) provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the EPA Regional Administrator(s) of the EPA Region(s) in which the bonded facility(ies) is(are) located.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no degree in the penal sum takes place without the written permission of the EPA Regional Administrator(s).

In Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this

surety bond is substantially similar to the wording in 40 CFR 761.65(g)(3) as such regulation was constituted on the date this bond was executed.

Principal

Emerald Transformer Western States, LLC
630 Baldwin Avenue
DeFuniak Springs, FL 32435

(Seal)

By: _____
Mark Newman, Chief Financial Officer

Corporate Surety(ies)

Lexon Insurance Company
10002 Shelbyville Rd, Suite 100
Louisville, KY 40223

(Seal)

State of Incorporation: Texas
Liability Limit: \$6,321,000.00

By: _____
David G. Jensen, Attorney-In-Fact

Bond premium: \$ 4,639.00 Annually (based on current bond amount of \$92,789.00)